

Blue Grass Farmers' Market

MARKET RULES 2006

I. PARTICIPATION

- A. The BG Farmers' Market is a member-driven association of Kentucky growers of vegetables and other related agricultural and horticultural products; Kentucky producers of value-added items, Kentucky crafters, and any other categories deemed acceptable by the membership.
- B. Members must grow, harvest, raise or make all the products to be sold at the BGFM site.
- C. All producers must complete a membership application. If accepted, the producer will submit membership fees and all necessary permits and will receive a membership sign to be displayed when member is selling at the BGFM.
- D. Members must agree to at least one annual production site inspection, whether scheduled or unscheduled. A Farm Inspections Committee will be appointed by the Board.
- E. All members must be a current participant of the Kentucky Proud program.
- F. Members are expected to conform to the BGFM statement of purposes as set forth in the by-laws and market rules, and to attend at least four (4) market days during the season to retain voting rights.
- G. If a member is not able to attend the Market, he/she may designate a representative/employee to sell on his/her behalf with prior notification to the board.
- H. Any member in good standing may act as a sales representative for another individual provided that so named individual is also a member of the BG Market and is bound by the market rules and regulations. With prior approval of the Board, a member may act as a sales representative for no more than three (3) other members per season with prior approval of the Board.
- I. Two members may share a single booth space.
- J. BGFM reserves the right to refuse membership to anyone.

II. ACCEPTABLE PRODUCTS

A. Products for sale at the BGFM must be in compliance with the rules of BGFM. The market is an outlet for Kentucky agricultural horticultural and craft products.

NO ITEMS PURCHASED FOR RESALE ARE PERMITTED.

B. All products, agricultural and horticultural must have been grown or produced by the member and must be listed on each year's application. With Board approval, items may be added during the growing season.

1. Raw agricultural product may include but not limited to fruits, vegetables, grains, flowers, plants of all kinds and mushrooms. If grown from plug, cutting, bulb or bare root items, items must have been in sellers' possession for a minimum of thirty (30) days.

2. Value added and or processed products may include but not limited to eggs, poultry, meats, cheese, honey, jams, jellies, sorghums, syrups, dried herbs, wine, sauces, seeds, and baked goods. They must adhere to all applicable labeling guidelines.

C. Crafts are allowed IF:

1. Craft items that are acceptable for sale at the BGFM include but not limited to soaps, candles, wood crafts, gourd art and woolen items. All crafts must be approved prior to selling.
2. All assembly or handcrafting is physically done by the member and under his or her direct supervision.
3. No imported or domestic "finished" crafts are allowed. No purchased kits or plastic except for containers and incidental parts.

III. MARKET OPERATION

- A. Members must collect sales tax as required by Kentucky State law. Kentucky's sales and use tax law requires tax collection on non-edibles such as crafts and plants. It is the sole responsibility of each member to obtain his or her own tax number and be familiar with what items are taxable, and to collect such taxes and forward them to the State Treasurer.
- B. Processors of homemade foods such as pickles, baked goods, etc. must be in compliance with HB 391 or rules for commercial sales and all Kentucky Department of Agriculture requirements and assume sole responsibility for licensing, inspection, product liability insurance, etc.
- C. All edible products must be displayed at least 24 inches off the ground.
- D. Product may be sold by the bunch, single item, container or legal weight measures. Scales must be certifiable by KDA.
- E. Prices must be clearly displayed.
- F. Market hours are Saturday 8 a.m. to 2 p.m., Tuesday 2 p.m. to 7 p.m. and Thursday 2 p.m. to 7 p.m.

IV. Permits, Labeling and Insurance

- A. All vendors must display a market-issued sign with their name and address.
- B. All products must be labeled with variety (where applicable) and price.
- C. Knowledge and compliance with all regulations regarding the production, labeling, display and legal permits of all products at the Bluegrass Farmers' Market is the sole responsibility of the individual member.
- D. All BGFM members who sell any edible or cosmetic value-added products must carry their own product liability insurance.

V. MARKET MANAGER

- A. The Board will appoint a market manager for each day. In the absence of the appointed market manager, a board member in attendance will serve as the market manager.
- B. The market manager will collect daily fees and provide receipts.
- C. The market manager will make any on-site decisions relating to market management when the need arises. Any vendor may present a complaint at any time with the market coordinator/manager. If said grievance can be handled immediately, the market coordinator/manager shall confer with the Board of Directors and attempt to rectify said grievance on said day. Market manager decisions may be appealed to the Board, by any member. The complaint must be presented to the Board within two (2) weeks and the Board must consider it in a timely manner, (not more than three (3) weeks of receiving the complaint).

VI. MARKET SITE

- A. The market will be conducted on a site to be determined by the membership. Changes in the market location may be made by a majority vote at an appropriately called meeting
- B. Layout of the market spaces will be determined by joint agreement of the Board of Directors and the property owners. Number, size and location of spaces available at market site(s) will be determined by the Board. Member's product may determine stall location. A member may be allotted up to two (2) spaces. Under special circumstances the market manager may allow a member to occupy additional spaces
- C. Gate fees will be collected each market day by the Market Manager and each payer will receive a receipt.
- D. BGFM space locations shall be allocated by seniority of BGFM market participation.
- E. Members are responsible for their own stalls, will supply all necessary trash containers, and will leave their site clean and in a manner acceptable to the BGFM market manager and property owner

VII. MARKET FEES

- A. The membership shall set market fees at the *annual meeting*. The fees will be used to defray the costs associated with the market site and operations, e.g. advertising and publicity, insurance, rent, etc.
- B. Grower/Producer member
 - 1. One (1) year membership fee is \$50.00 and entitles the member to one (1) space for the Market season.
 - 2. Fee must be received at least one (1) week prior to the first day the member wishes to sell at the Market. Copies of any permits, licenses and proof of membership in Kentucky Proud program must be submitted at this time.
- C. Gate fee is \$5.00 for evening market and \$10.00 for weekend market per space.
- D. All fees are non-refundable.

VIII. APPEARANCE AND CONDUCT

- A. Members will be neat, suitably dressed, and deal with the public in a courteous and appropriate manner.
- B. Bluegrass Farmers' Market prohibits members from bringing live animals to the market site unless allowed by law or with permission of the Market Manager.
- C. Vendor smoking is not permitted in your actual booth space. The drinking of alcohol is prohibited except in specific designated booths. The use of any illicit substance is prohibited at all times. Foul language will not be tolerated.

IX. GRIEVANCE PROCEDURE

- A. Reasonable reprimand procedures will be put in place in writing with the concurrence of the majority of the market members. These will include clear-cut reasons and procedures for a member's expulsion and an appropriate appeal procedure. (See attached.)

As a Bluegrass Framers' Market member I agree to be bound by the above rules and regulations.

Member's Signature _____ **Date** _____

- ▽-----▽-----▽-----▽-----▽-----▽-----▽-----
- a. Determine that the issue does not warrant formal steps to resolve it and should be handled through other channels.
 - b. Mediation between involved parties.
 - c. Referral to Rules Committee if complaint is a violation of a Market rule.

2. Copies of this correspondence (Grievance and Complaint form) should be sent to a member of the Grievance Committee and to all persons involved in the grievance or concern. The form or correspondence must be signed. (No anonymous grievances will be dealt with.)

3. The Grievance will be reviewed as soon as possible by the Grievance Committee and a written response will be issued within fourteen (14) days.

4. The Grievance Committee shall take a course of action that may include but is not limited to:

- a. Determine that the issue does not warrant formal steps to resolve it and should be handled through other channels.
- b. Mediation between involved parties.
- c. Referral to Rules Committee if complaint is a violation of a Market rule.
- d. Bring grievance before the Board of Directors for a hearing.

5. If the grievance cannot be resolved through the above courses of action, the writer may personally appeal to the Board of Directors.

6. The Board of Directors has final authority in deciding the outcome of grievances.

GRIEVANCE PROCEDURE

If a member feels that their rights as a member of the Bluegrass Farmers' Market have been violated or that another member has acted outside of their authority with the Bluegrass Farmers' Market or in a way that harms the Market as a whole, the following steps should be taken.

1. The grievance or concern should be put in writing, including a clear and specific description of the problem and the name(s) of the person(s) involved, a description of the ways a person has attempted to resolve the matter, (if appropriate), and at least one course of action that would satisfy the writer (if appropriate). These should include but are not limited to:
 - a. Determine that the issue does not warrant formal steps to resolve it and should be handled through other channels.
 - b. Mediation between involved parties.
 - c. Referral to Rules Committee if complaint is a violation of a Market rule.
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